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BOOK 226 PAGE 251

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Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

Document Title(s) or transactions contained herein:

1. Ground Lease

GRANTOR(S) (Last name, first name, middle initial)

1. Warren, Nannie Swigert
2. Swigert, Ernest C.
3. Swigert, Henry T.
4. Snow, Elizabeth Swigert

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

1. Skamania County

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)

SW 1/4, SE 1/4, Section 1, Township 1 North, Range 5 East, W.M.

☒ Complete legal on page 27 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

01-05-01-0-0900-00

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

GROUND LEASE

BETWEEN

NANNIE SWIGERT WARREN, ERNEST C. SWIGERT,
HENRY T. SWIGERT AND ELIZABETH SWIGERT SNOW,
in their capacity as Trustees under the Swigert Prindle Trust Agreement
dated 1/21/61, as amended

("Trust")

AND

COUNTY OF SKAMANIA
a political subdivision of the State of Washington

("County")

Dated as of September 1, 2001

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EXHIBITS

GROUND LEASE

This GROUND LEASE (this "Lease"), effective the 1st day of September, 2001 ("Effective Date") is between NANNIE SWIGERT WARREN, ERNEST C. SWIGERT, HENRY T. SWIGERT AND ELIZABETH SWIGERT SNOW, in their capacity as Trustees under the Swigert Prindle Trust Agreement dated 1/21/61, as amended ("Trust") and the County of Skamania, a political subdivision of the State of Washington ("County").

County has occupied the Premises for some time. Trust believes there is no lease with County to occupy the Premises. The parties desire to formalize the terms of occupancy for the term specified below.

The parties, intending to be legally bound by the terms of this Lease, agree as follows:

I. AGREEMENT TO LEASE.

A. Agreement to Lease and Description of Property.

Trust leases the Land (as defined in Section I.B) to County and County leases the Land from Trust. Collectively, the Land and the Improvements (as defined in Section I.C) shall be called (the "Premises").

B. The Land.

The "Land" shall mean the real property depicted and shown as "Parcel A" on the Exhibit A attached to this Lease.

C. The Improvements.

The "Improvements" shall be all structures, pipes, fences, paved areas, signs, or any other enhancement or improvement in, under, or upon the Land placed or constructed by Trust or County.

D. Use of Premises.

1. Permitted Use.

County may use the Premises only for conducting Permitted Uses (as defined below) and conducting Affirmative Duties, as described below. Except as provided in this Section or elsewhere in this Lease, the Premises may be used for no other use without Trust's prior written consent, which Trust may withhold or condition in its sole consent. "Permitted Uses" are defined as:

The delivery, transportation, and storage of all Materials that will be, or can be used in the construction and maintenance of public highways, public roads, and

other public improvements. "Materials" shall include stockpiles of gravel; rock and sand; safety equipment (such as concrete barriers); fully operable equipment for roadway construction and maintenance; culvert and concrete pipe; and guardrails, bridge components and similar structural components. "Materials" shall not include any material no longer available to be used for roadway construction and maintenance, including without limitation broken or damaged barriers or culverts, equipment not in fully serviceable use, nor any type of debris such as, but not limited to asphalt or concrete from repaired roads, discarded guardrails, etc.

The Premises may be used by a private contractor only if the contractor is under contract with County for the construction or maintenance of Public Roadways, and then only for and during such construction or maintenance and only for Permitted Uses.

The County may also store vehicles, equipment and other county-owned property actually used in connection with the delivery, transporting, application, and/or storage of the above-described Material.

2. Affirmative Duties.

(a) County shall erect a lockable gate at the vehicular entrances to and exits from the Premises and cause the gates to be locked when the Premises are not being used by County's employees or County's contractors.

(b) County shall cause the Premises to be maintained in a clean and safe condition, and orderly appearance, and shall take reasonable measures to prevent access to the Premises by the general public, and remove the general public from the Premises. Any timber constituting Materials shall be neatly and safely stacked.

(c) In the event a serious accident or serious criminal matter occurs on the Premises, County will notify Trust as soon thereafter as is reasonably possible.

(d) Trust and County agree that any personnel working on the Premises at the request of County shall be and remain employees of County or County's private contractors and shall be supervised by the County and/or the County's contractor in accordance with administrative, contractual and operational procedures of the County.

(e) Unless exempt, County and County's officers, employees, invitees, agents and contractors shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning Workers' Compensation, and minimum and prevailing wage requirements; laws, rules and regulations and policies relative to occupational safety and health; and all federal, state, regional and local environmental laws.

3. General Limits on Use.

(a) County shall not, without the prior written consent of Trust, use any device which would violate any local or state noise ordinances.

(b) County shall not service vehicles or equipment on the Premises including for example oil changes, engine overhauls, fueling, truck washing, and similar activities.

(c) Except for applications for limited situations permitted under this Lease, County shall not initiate or permit zoning actions, comprehensive plan changes or other building or zoning approvals or agree to changes in the same which affect the Premises. Each party will provide copies to the other of notices received from public agencies of planning, zoning or similar actions or proposals relating to the Premises.

4. Reservation of Access.

Trust reserves the right to use portions of the Premises when not occupied or directly used by County, for recreational uses such as horseback riding and hiking by Swigert family members and guests of residents of the Prindle properties owned by Trust or by Swigert family members, or guests or trustees of the Trust, including temporary parking of horse trailers during riding periods. The Trust shall attempt to notify the County 24 hours in advance of its intent to use the Premises so that the County will not take any adverse action against the Trust, their family or guests under Section 2(b), but such notice is not a prerequisite to such use. Upon execution of this Lease, County will provide to the official representative of the Trust, two keys to any access gate, and substitute keys or combinations from time to time if the locks are changed. Trust agrees to use the keys only for the temporary parking of horse trailers while trailriding, and to lock the gate during and after each use.

II. TERM

A. Lease Term.

The term of this Lease (the "Lease Term") shall commence on September 1, 2001 ("Commencement Date") and shall continue, unless the Lease is earlier terminated under the provisions of this Lease, until August 30, 2011 (the "Expiration Date").

B. Restoration Period.

County shall have until June 1, 2002 (the "Restoration Period") to complete the erection of gates, stacking of timber, removal of broken concrete forms, and general clean up of the site. In the event the site has not been so altered on or before August 30, 2002, then Trust may give 60 days advance notice to County of its intention to terminate this Lease by listing the specific reasons why the Trust believes the site has not been restored. If the clean up is not completed by 5:00 p.m. on September 1, 2002, the Trust may terminate this Lease by providing the County written notice delivered within 30 days after such 60-day period has expired. County will meet

with Trust on site at reasonable times at Trust's request to assess progress toward satisfying this standard. The obligations of this Section II.B are in addition to those described in Section VI.N.

III. RENT

A. Base Rent.

County shall pay to Trust One Hundred (\$100.00) Dollars per month as Base Rent, due and payable in advance in a lump sum of \$1,200.00 per annum on the Commencement Date and each anniversary thereof.

B. Other Rental Terms.

1. No Offset.

Payment of Rent and other amounts due under this Lease shall be made without offset, abatement or deduction, to Trust at the following address or such other place as Trust may designate:

Swigert Prindle Trust
c/o Ms. Penny Guest
12 Swigert Road
Washougal, WA 98671

2. Acceptance of Rent.

Trust's acceptance of a late or partial payment of Rent and/or a Delinquency Charge shall not constitute a waiver of any Event of Default nor shall it prevent Trust from exercising any of its other rights and remedies granted to Trust under this Lease or by law. It is hereby agreed that any endorsements or statements on checks of waiver, compromise, payment in full or any other similar restrictive endorsement shall have no legal effect. County shall remain in default and obligated to pay all Rent due even if Trust has accepted a partial or late payment of Rent.

IV. COUNTY'S OTHER OBLIGATIONS.

A. Trust's Consent Required.

County shall not construct permanent structures, facilities or improvements on the Premises, without the prior written consent of Trust, in each instance, including without limitation truck garages or truck maintenance facilities, communication towers or antennas, underground or above ground storage tanks, or fabrication facilities of any kind. Trust may deny or condition such requests in its absolute and sole discretion in each instance. In connection with such approval and permit process, Trust may impose reasonable requirements on County and on the contractors and agents performing work on behalf of County, including, but not limited to the requirement to

submit plans and specifications in such detail and quantity as is determined necessary by Trust. Trust shall have thirty (30) days from the date of the submission of all required information to approve the work, disapprove it or approve it subject to conditions. Once approved, the work shall be performed only in accordance with the approved plans and specifications, and with any reasonable conditions imposed upon such approval. All work performed on the Premises shall be performed in a workmanlike manner and, once commenced, shall be completed promptly.

B. Notice of Non-Responsibility.

At least three (3) days prior to commencing any work upon the Premises which may give rise to a right to place a statutory lien upon the Premises, County shall give written notice to Trust of the date upon which any such work is to commence upon the Premises and shall include in all contracts for such work on the Premises a statement that Trust is not responsible for such work. Trust may also post, at appropriate places, additional notices of non-responsibility.

C. Ownership of Improvements.

County shall be the owner of all Improvements constructed by County on the Land during the Lease Term. County's ownership of the Improvements upon the Land shall terminate at the end of the Lease Term, when the Improvements shall be removed by County or, at the option of Trust, become the property of Trust. The parties shall enter into mutually acceptable documents evidencing such transfer of title and reciting that such property is transferred "as is."

D. No Liens.

County agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been provided or ordered with County's consent to the Premises. If any lien is filed against the Premises which County wishes to protest, then County shall immediately deposit cash with Trust, or procure a bond acceptable to Trust, in an amount sufficient to cover the cost of removing the lien from the Premises. Failure to remove the lien or furnish the cash or bond acceptable to Trust within thirty (30) days shall constitute an Event of Default under this Lease and Trust shall automatically have the right, but not the obligation, to pay the lien off with no notice to County and County shall immediately reimburse Trust for any sums so paid to remove any such lien. County shall not encumber the Premises or any Improvements thereon without prior written approval of Trust.

E. Utilities.

County shall promptly pay any charges for sanitary sewer, storm sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the Premises or Improvements at the request of County, including without limitation any and all drainage fees, connection fees and impervious surface fees charged by the governmental entity having jurisdiction. Trust shall not be responsible for verification of location of existing utility lines and/or connections. All costs of bringing the utilities from their current location to the Premises shall be the sole responsibility of County. In the event County desires to install utility lines on or

under the Premises, County shall first obtain Trust's written approval of the location of such lines. Upon the completion of the installation of the new lines, County shall promptly deliver to Trust a survey indicating the location of the newly-installed lines and showing a "metes and bounds" description thereof in addition to "as-built" drawings. County shall maintain and repair all existing and newly-installed utility lines at its sole expense.

F. Signs.

County shall not erect, install, nor permit upon the Premises any sign or other advertising device except direction or warning signs to inform users of the Premises and deny public access.

G. Insurance.

To the extent that County carries third party liability insurance coverage on County's public works facilities, County shall name the Trust as an additional insured on such policies as to the Premises. If County's contractors are permitted, pursuant to the terms of this Lease, to use the Premises, such contractors shall carry third party liability insurance in reasonable amounts of coverage and shall name Trust as an additional insured.

V. TRUST AUTHORITY AND OBLIGATIONS.

A. Quiet Enjoyment.

Subject to County performing all of County's obligations under this Lease, County's possession of the Premises will otherwise not be disturbed by Trust.

B. Condition of Property.

Trust makes no warranties or representations regarding the condition of the Premises, including, without limitation, the suitability of the Premises for County's intended uses or the presence of Hazardous Substances. Trust shall have no liability to County, and County shall have no claim against Trust, for any damage or injury caused by the condition of the Premises. Trust shall have no responsibility to bring the Premises into compliance with any laws, including, without limitation, any building or occupancy codes or any environmental regulations.

C. Trust Maintenance and Repair Obligations.

Trust shall have no obligation to remove debris from the Premises and no repair or maintenance responsibilities whatsoever with respect to the Premises. Notwithstanding the foregoing, any repair of damage caused by negligence or breach of this Lease by County, County's employees, agents, contractors or invitees, shall be County's responsibility and shall be done at County's sole expense.

D. Trust Access to Property.

Trust shall have the right, upon five (5) days' notice to the County Engineer, or his assign or supervisor, to enter upon the Premises for the purposes of: (a) confirming the performance by County of all obligations under this Lease; (b) doing any other act which Trust may be obligated or have the right to perform under this Lease; and (c) for any other lawful purpose. The recreational use described in Section I.D.4 is permitted without the requirement for notice, but the provisions of Section I.D.4 apply. County waives any claim against Trust for damages for any injury or interference with County's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry, except to the extent caused by the gross negligence or willful misconduct of Trust.

VI. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE.

A. Definitions.

For the purposes of this Lease, the following definitions shall apply:

1. Hazardous Substance.

"Hazardous Substance" includes any and all substances defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials of any other similar term in or under any applicable laws and regulations. Hazardous Substance shall also include, but not be limited to, fuels, petroleum and petroleum-derived products.

2. Environmental Cost.

"Environmental Cost" includes, but is not limited to, costs and damages arising from or relating to: (i) any actual or claimed violation of or noncompliance with any applicable laws and regulations; (ii) claims for damages, response costs, Special Audit costs, fines, fees or other relief relating to matters addressed in any applicable laws and regulations; (iii) injunctive relief relating to matters addressed in any applicable laws and regulations; (iv) Hazardous Substance Releases; and (v) shall include but not be limited to: (a) costs of evaluation, testing, analysis, cleanup, remediation, removal, disposal, monitoring and maintenance; (b) fees of attorneys, engineers, consultants, and experts, whether or not taxable as costs, incurred at, before or after trial, appeal or administrative proceedings; (c) lost revenue; and (d) diminution of value, loss, or restriction on use of property.

3. Hazardous Substance Release.

"Hazardous Substance Release" shall be interpreted in the broadest sense to include the spilling, discharge, deposit, injection, dumping, emitting, migration, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable laws and regulations.

B. General Environmental Obligations of County.

County shall manage and conduct all of its activities on or relating to the Premises: (i) in compliance with applicable laws and regulations and the environmental provisions of this Lease; (ii) in cooperation with Trust in Trust's efforts to comply with applicable laws and regulations; and (iii) in adherence with best management practices applicable to County's use of the Premises. County shall manage and, as appropriate, secure the Premises and its occupation or use of the Premises so as to prevent any violation of law or regulations by any party on or relating to the Premises.

C. Use of Hazardous Substances.

County shall be permitted to use Hazardous Substances described on the attached Exhibit C on the Premises solely as necessary to conduct Permitted Uses and in compliance with applicable laws and regulations, and may not use or store, permanently or temporarily, other Hazardous Substances on the Premises.

D. Hazardous Substance Storage Tanks.

County may not install and operate underground storage tanks, mobile storage tanks (including fueling trucks), or above-ground storage tanks for the storage of Hazardous Substances.

E. Soil or Waste.

County shall not store, treat, deposit, place or dispose of treated or contaminated soil, industrial by-products, or waste on the Premises, without the prior written consent of Trust, which consent may be granted or denied in Trust's sole discretion.

F. County's Liability.

1. Hazardous Substance Releases.

County shall be responsible for any Hazardous Substance Release on the Premises, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with (i) existing conditions on the Premises prior to the Effective Date of this Lease; (ii) any condition existing or arising during the term of this Lease; or (iii) otherwise arising from County's occupancy or use of the Premises and that of County's contractors occurring during the Lease Term or occurring or continuing to occur or continuing after the Lease Term.

2. County's Liability for Environmental Cost.

County shall be responsible for all Environmental Costs arising under this Lease. County shall indemnify, defend and hold harmless Trust, its trustees, beneficiaries, employees and agents, from all Environmental Costs arising from Hazardous Substance Releases in, on or under the

Premises or adjoining properties, prior to or during the term of this Lease, including the continuing effects following the expiration of the Lease.

G. Environmental Remediation.

1. Immediate Response.

In the event of a violation of applicable laws and regulations, a violation of an environmental provision of this Lease, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which County is responsible under this Lease, County shall immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or investigate, contain, and stop, the Hazardous Substance Release and remove the Hazardous Substance.

2. Remediation.

County shall promptly undertake all actions necessary or appropriate to ensure that any Hazardous Substance Release is remediated and that any violation of any applicable laws and regulations or environmental provision of this Lease is corrected. County shall remediate, at County's sole expense, all Hazardous Substances for which County is responsible under this Lease or under any applicable laws and regulations.

3. Report to Trust.

Within thirty (30) days following completion of any investigatory, containment, remediation and/or removal action required by this Lease, County shall provide Trust with a written report outlining, in detail, what has been done and the results thereof.

4. Trust's Approval Rights.

Except in the case of an emergency or an agency order requiring immediate action, County shall give Trust advance written notice before beginning any investigatory, remediation or removal procedures. Trust shall have the right to approve or disapprove the proposed investigatory, remediation and removal procedures and the company(ies) and/or individuals conducting such procedures which are required by this Lease or by applicable laws and regulations, whether on the Premises or on any affected property or water. Trust will have the right to require County to request oversight from the Washington Department of Ecology ("Ecology") of any investigatory, containment, remediation and removal activities and/or require County to seek a statement from Ecology of "No Further Action".

H. Notice.

County shall promptly notify Trust upon becoming aware of any Hazardous Substance Release on, under or adjacent to the Premises or threat of or reasonable suspicion of any of the same.

I. Trust's Right to Perform on Behalf of County.

Trust shall have the right, upon giving County seven (7) days written notice, to perform County's obligations arising under this Lease and charge County the resulting Environmental Cost. Trust may not commence performance on behalf of County under this Section J if, within the seven (7) day notice period, County promptly begins and diligently pursues to completion the performance of the obligations set forth in Trust's notice. In the event of an emergency or an agency order requiring immediate action, Trust may perform County's obligations under this Article VI without giving County prior notice.

J. Trust Audit Rights.

If Trust, at any time during the Lease Term or any extension thereof, has reason to suspect that Hazardous Substances are being, or have been used, handled, stored, generated, disposed, placed and/or transported contrary to the requirements of this Lease, in violation of applicable laws and regulations, or in any manner that has resulted, or is likely to result, in a Hazardous Substance Release, then Trust may, after written communication of those reasons to County, without limiting its other rights and remedies, conduct, at its cost during regular business hours of County, an Audit of the Premises with respect to the environmental matters of concern to Trust. If the Audit reveals the presence of Hazardous Substances in violation of applicable laws and regulation or contrary to the requirements of this Lease, or evidence of a Hazardous Substance Release, then County shall be responsible to reimburse Trust for the cost of performing the Audit.

K. Exit Audit.

Upon the expiration or termination of this Lease, Trust shall conduct, and furnish a copy of the report thereof to the County, an Environmental Audit ("Exit Audit") of the Premises to determine: (i) the environmental condition of the Premises; (ii) whether any Hazardous Substances Release has occurred or exists on or about the Premises; and (iii) whether there is evidence of any violation of applicable laws and regulations or the environmental provisions of this Lease. The Exit Audit shall be performed not more than sixty days prior to the scheduled Expiration Date of this Lease. Trust shall provide to County, within 10 days prior to the expiration or termination of this Lease, a copy of the Exit Audit. In the event this Lease is terminated prior to the Expiration Date for any reason, Trust shall cause the Exit Audit to be completed within sixty days of such actual termination date of this Lease. If the Exit Audit reveals the presence of Hazardous Substances, then County shall be responsible to reimburse Trust for the cost of performing the Exit Audit and shall be responsible for conducting Environmental Remediation consistent with the terms and conditions of this Lease.

L. Audit Requirements.

The scope and procedures of any environmental audit and the environmental firm which is to conduct any audit shall be determined by Trust in its sole discretion. If any Environmental Audit performed under this Lease recommends additional testing or analysis or recommends an

additional audit then, unless otherwise agreed to in writing by Trust and County, County shall perform the additional recommended testing, analysis or audit and the records and results of such additional work shall be considered a part of the audit that triggered the need for the additional work. Trust and County shall each receive a signed copy of any Environmental Audit report prepared pursuant to this Lease.

M. Environmental Inspection.

Trust reserves the right, at any time and from time to time, after reasonable notice to County, to inspect the Premises, County's operations on and use of the Premises, and County's environmental records, at its sole cost during regular business hours of County. County shall have the right to be present and observe the environmental inspection and Trust shall provide County with any written conclusions generated with respect to the environmental audit.

N. Environmental Debris Removal.

Trust has surveyed the Premises and County and Trust have agreed that the Premises and surrounding property include certain debris which County agrees to remove. In addition to the obligations of Section II.B, County agrees to remove the debris identified in the attached Exhibit B (the "Environmental Debris Removal") on or before December 31, 2001, and to complete any associated environmental remedial action in connection with such debris removal. If County has not removed such debris and items on or before December 31, 2001, then Trust may do so and County will pay upon demand the costs incurred by Trust for such activities. Nothing herein is intended to limit the requirements of County pursuant to the environmental indemnities of Article VI.

VII. INDEMNITY

A. Subject to the limitations of the Washington Constitution, County shall indemnify, defend and hold harmless Trust, its trustees, employees, beneficiaries, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of County's personnel acting or failing to act pursuant to the terms of this Agreement.

B. The agreements set forth in Sections IV.G.1 and IV.G.2 and Article VI shall survive the expiration or earlier termination of the Lease and be fully enforceable thereafter.

VIII. TERMINATION.

A. Title to Improvements.

All Improvements (whether constructed by County or Trust) located on the Premises at the expiration or earlier termination of this Lease, shall, at Trust's option, become the sole property of Trust.

B. Holding Over.

If County shall hold over after the expiration or termination of the Term with the consent of Trust, and Trust and County shall not have agreed in writing upon the terms and provisions of a new lease (or an extension of this Lease) prior to such expiration, County shall be deemed a month-to-month holdover tenant ("Holdover Tenant") or a tenant at sufferance ("Tenant at Sufferance"), at Trust's sole discretion, and County shall remain bound by all terms, covenants, and agreements hereof, except that: (i) the tenancy shall be from month-to-month; (ii) Rent shall adjust as of the date of such termination or expiration of the Lease to \$200.00 per month; (iii) title to the Improvements shall vest in Trust as of the date of termination or expiration; (iv) Trust shall have the right to adjust the rental payments, charges or use fees upon thirty (30) days' written notice to County; and (v) such month-to-month tenancy may be terminated at any time by thirty (30) days' prior written notice from either party to the other. In the event of holdover beyond March 31 of any year, County shall be responsible for payment of property taxes if, at the time of the hold over, Trust holds fee simple title to the Land and Trust is exempt from real property taxation. In the event Trust deems County as a Tenant at Sufferance, Trust shall be entitled to evict County but Trust may still collect a charge for use of the Premises at the rate stated above.

C. County's Personal Property.

At or before the termination of this Lease, County, at County's expense, shall remove from the Premises any and all of County's removable personal property including the Materials and shall repair any damage to the Premises resulting from the installation or removal of such personal property. Title to any items of County's Materials, trade fixtures and other personal property which remain on the Premises after the termination date of this Lease may, at the option of Trust, be automatically taken by Trust, and Trust shall have the option, in its sole discretion, of: (a) retaining any or all of such trade fixtures, Materials, and other personal property without any requirement to account to County therefor; or (b) removing and disposing of any or all of such trade fixtures, Materials, and other personal property and recovering the cost thereof, plus interest from the date of expenditure at Trust's then current interest rate, from County upon demand.

D. County's Termination of Lease.

The County may terminate this Lease for any reason by providing the Trust sixty (60) days' advance written notice of its intent to terminate.

IX. DEFAULT.**A. Event of Default.**

The occurrence of any of the following shall constitute an "Event of Default":

1. Default in Rent.

Failure of County to pay any Rent or other amount payable to Trust or to others as provided in this Lease within thirty (30) days after written notice from Trust that such payment is past due shall constitute a "Default in Rent." No other notice by Trust that Rent or such other amount is past due shall be required.

2. Default in Other Covenants.

Failure of County to comply with any term, covenant or condition of this Lease including without limitation Affirmative Duties (other than the payment of Rent or other amounts) within thirty (30) days after written notice by Trust describing the nature of the default shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if County begins correction of the default within the thirty (30) day period and thereafter proceeds in good faith and with reasonable diligence to effect the cure as soon as practical, so long as done to the reasonable satisfaction of Trust.

B. Remedies on Default.

Following an uncured Event of Default, Trust may terminate by notice to County this Lease and County's right to possession of the Premises, may re-enter the Premises by suitable action or proceeding, and may exercise any or all at law or equity, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Trust of any such rights or remedies will not preclude the simultaneous or later exercise by Trust of any other such rights or remedies.

C. Curing County's Default.

If County shall fail to perform any of County's obligations under this Lease, Trust, without waiving such default, may (but shall not be obligated to) perform the same for the account of and at the expense of County, without notice in a case of emergency, and in any other cases, only if such failure continues after the expiration of thirty (30) days from the date Trust gives County notice of the failure. Trust shall not be liable to County for any claim for damages resulting from such action by Trust. County agrees to reimburse Trust upon demand, as Additional Rent, any reasonable amounts Trust may spend in complying with the terms of this Lease on behalf of County. Trust shall have the same rights and remedies in the event of the nonpayment of sums due to be reimbursed under this Section as in the case of default by County in the payment of any other Rent. Any sums to be so reimbursed shall bear interest at the rate of ten percent (10%) per annum or the highest rate allowed by law, whichever is less.

X. ASSIGNMENT, SUBLEASE, MORTGAGE AND TRANSFER.**A. No Assignment or Other Transfer Without Trust Consent.**

No part of the Premises, nor any interest in this Lease, may be assigned, pledged, transferred, mortgaged, or subleased by County, nor may a license or right of use of any portion of the Premises be conveyed or conferred on any third party by County by any other means except a license for use as to County's private contractors as set forth in Section I.D.1 above, without the prior written consent of Trust. Whether to deny or grant any such request shall be in Trust's sole discretion. All such rights and remedies are nonexclusive. Any assignment, transfer or sublease, actual or attempted, without Trust's prior written consent or as otherwise permitted herein shall be void. In case of an emergency; i.e., snow or other similar circumstances, the County may permit the Washington State Department of Transportation (DOT) to temporarily store its equipment or material on the Premises for the duration of time necessary to address the inclement conditions.

B. Transfer by Trust.

At any time after the Commencement Date, Trust shall have the right to transfer its interest in the Premises or in this Lease. In the event of such a transfer, County shall attorn to said transferee and recognize transferee as the new Lessor under the Lease. Any assignment or transfer of the Premises to a new Lessor shall not affect the County's interest as provided in this Lease.

C. Estoppel Certificates.

Within thirty (30) days after written request by the other party, either party shall execute and deliver a certificate prepared by the other party stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. This certificate shall also state the amount of rent, the dates to which rent has been paid in advance, and the amount of any prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified, except as may be represented by the party requesting the certificate.

XI. GENERAL PROVISIONS.**A. Covenants, Conditions, and Restrictions.**

This Lease is subject and subordinate to the effect of any existing mortgages, deeds of trust, ground leases, rights of way, and any other matters of record now or hereafter imposed upon the Premises and to any applicable land use or zoning laws or regulations. County shall, upon the reasonable request of Trust, execute and deliver agreements of subordination in the form requested by Trust, and as a condition thereto, Trust will deliver a non-disturbance agreement permitting County's continued use of the Premises provided County is not in default under this Lease.

Nothing in this provision shall affect the County's right to use the Premises under the terms of this Lease.

B. Condemnation.

1. Taking.

If a Total Taking occurs during the Lease Term, this Lease will terminate as of the date of taking. If a partial taking occurs during the Lease Term, this Lease shall terminate as of the Date of Taking as to the portion of the Premises taken. As to the remainder of the Premises, this Lease will continue in full force and effect. All compensation and damages awarded for any taking shall belong to Trust, except that County claim for, and receive directly from the condemning authority, the cost or loss County may sustain in the removal of County's trade fixtures and equipment which County is authorized to remove under this Lease.

2. Definitions.

As used in this Section, the following terms shall have the following meanings:

(a) "Partial Taking" means the taking of only a portion of the Premises.

(b) "Total Taking" means the taking of the fee title by right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, of substantially all of the Premises.

C. Governing Law.

This Lease shall be governed and construed according to the laws of the State of Washington.

D. No Benefit to Third Parties.

Trust and County are the only parties to this Lease and as such are the only parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

E. Trust Consent.

If County requests Trust's consent or approval pursuant to any provision of the Lease and Trust fails or refuses to give such consent, County shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable. County's sole remedy shall be an action for specific performance or injunction, and such remedy shall be available only if Trust has expressly agreed, in writing in this Lease, not to act unreasonably in withholding its consent or

may not unreasonably withhold its consent as a matter of law and Trust has, in fact, acted unreasonably in either of those instances.

F. No Implied Warranty.

In no event shall any consent, approval, acquiescence, or authorization by Trust be deemed a warranty, representation, or covenant by Trust that the matter approved, consented to, acquiesced in or authorized is appropriate, suitable, practical, safe or in compliance with any applicable law or this Lease. In no event shall Trust be deemed liable therefor. County shall be solely responsible for such matters.

G. Notices.

All notices required or desired to be given under this Lease shall be in writing and may be delivered by personal delivery, by placement in the United States mail, postage prepaid, as certified mail, return receipt requested, or by UPS Next Day Letter Air, and addressed as follows:

Swigert Prindle Trust
12 Swigert Road
Washougal, WA 98671
Attn: Ms. Penny Guest

and to County at:

Skamania County Department of Public Works
PO Box 790
Stevenson, Washington 98648
Attn: County Engineer

Any notice delivered by personal delivery or by express mail or similar service shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by mail as set forth in this Lease shall be conclusively deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

H. Time is of the Essence.

Time is of the essence in the performance of and adherence to each and every covenant and condition of this Lease.

I. Nonwaiver.

Waiver by Trust of strict performance of any provision of this Lease shall not be deemed a waiver of or prejudice Trust's right to require strict performance of the same provision in the future or of any other provision of this Lease.

J. Survival.

Any covenant or condition (including, but not limited to, indemnification agreements), set forth in this Lease, the full performance of which is not specifically required prior to the expiration or earlier termination of this Lease, and any covenant or condition which by their terms are to survive the termination of this Lease, shall survive the expiration or earlier termination of this Lease and shall remain fully enforceable thereafter.

K. Partial Invalidity.

If any provision of this Lease is held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

L. No Light or Air Easement.

The reduction or elimination of County's light, air, or view will not affect County's obligations under this Lease, nor will it create any liability of Trust to County.

M. Force Majeure.

The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders or restraints of the United States of America or the State of Washington or their respective departments, agencies, or officials, or any civil or military authority; insurrections; or riots; or any other similar cause or event not reasonably within the control of County and not resulting from its negligence. In the event of force majeure, County agrees, however, to proceed with all reasonable dispatch to perform its obligations under this Lease after the force majeure preventing County from carrying out its obligations under this Lease cease to exist.

N. Limitation on Trust Liability.

Trust shall only be liable for its willful misconduct or gross negligence and then only to the extent of actual and not consequential damages. Trust shall not be liable to County for any injury to death of any of County's agents, representatives or employees or of any other person or for any damage to any of County's property or loss of revenue caused by any third person, whether such injury or death is due to negligence or otherwise. This Section shall not apply to injury or death caused by the negligence of Trust, other than as to any condition of the Premises, which is the sole responsibility of County.

O. Calculation of Time.

All periods of time referred to in this Lease shall include Saturdays, Sundays, and legal holidays. However, if the last day of any period falls on a Saturday, Sunday, or legal holiday,

then the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday. "Legal Holiday" shall mean any holiday observed by the Federal Government.

P. Headings.

The article and section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

Q. Exhibits Incorporated by Reference.

All Exhibits attached to this Lease are incorporated by reference in this Lease for all purposes.

R. Modification.

This Lease may not be modified except by a writing signed by the parties hereto.

S. Brokers.

County and Trust each represent to one another that they have not dealt with any leasing agent or broker in connection with this Lease.

T. Attorney Fees.

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code), is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. If Trust is required to seek legal assistance to enforce any term of this Lease, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

U. Entire Agreement.

This Lease represents the entire agreement between Trust and County relating to County's leasing of the Premises and shall supersede all previous communications, representations, or agreements, whether verbal or written between the parties hereto with respect to such leasing. County has no claim, right or interest in the Premises or adjoining property of Trust, except as arises under this Lease. It is understood and agreed by County that neither Trust nor Trust's agents or employees have made any representations or promises with respect to this Lease or the making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability or cause for termination shall be asserted by County against Trust for, and Trust shall not

be liable by reason of, the claimed breach of any representations or promises not expressly stated in this Lease, any other oral agreement with Trust being expressly waived by County.

V. Successors; the Parties.

Subject to the limitations set forth in this Lease, the rights, liabilities and remedies provided for in this Lease shall extend to the heirs, legal representatives, successors and, so far as the terms of this Lease permit, successors and assigns of the parties hereto. The words "Trust" and "County" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, or corporations which may be or become such parties hereto.

W. Joint and Several Obligations.

If County consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

X. Execution of Multiple Counterparts.

This Lease may be executed in multiple or more counterparts, each of which shall be an original, but all of which shall constitute one instrument.

Y. Defined Terms.

Capitalized terms shall have the meanings given them in the text of this Lease. See the Table of Contents for a list of defined terms.

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

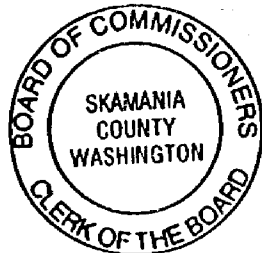
COUNTY OF SKAMANIA,
a political subdivision of the State of Washington:

SKAMANIA COUNTY BOARD OF COMMISSIONERS

By: Albert E. McKee
Name: Albert E. McKee
Title: Chairperson
Date: Dec. 27, 2001

By: [Signature]
Name: [Signature]
Title: Commissioner
Date: 27 Dec '01

By: [Signature]
Name: R. M. Talent
Title: Commissioner
Date: 27 Dec '01



ATTEST:

Samela Johnson
Clerk of the Board

APPROVED AS TO FORM ONLY:

BA
Skamania County Prosecutor

Trust:

NANNIE SWIGERT WARREN, ERNEST C. SWIGERT,
HENRY T. SWIGERT AND ELIZABETH SWIGERT SNOW,
in their capacity as Trustees under the Swigert Prindle Trust Agreement
dated 1/21/61, as amended

By Henry T. Swigert
Henry T. Swigert, Trustee,
and as representative of all Trustees

Date: 5 Apr '02

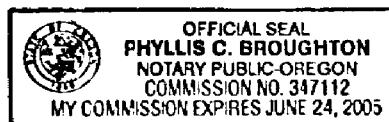
OREGON
STATE OF WASHINGTON

SS.

County of MULTNOMAH

On this 5th day of APRIL, 2001, before me personally appeared Henry T. Swigert, to me known to be a trustee of the Swigert Prindle Trust, the Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Trust and all trustees of the Trust, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Trust and all trustees of the Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Phyllis C. Broughton
Name (Print): Phyllis C. Broughton
NOTARY PUBLIC in and for the State of OREGON, residing at Portland
My appointment expires: June 24, 2005

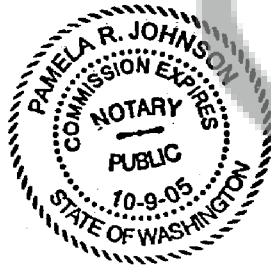
STATE OF WASHINGTON

SS.

County of Skamania

On this 27th day of December, 2001, before me personally appeared Albert E. McKee, to me known to be the Chairperson of the Board of Commissioners of the County of Skamania, the political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said political subdivision of the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Pamela R. Johnson
Name (Print): Pamela R. Johnson
NOTARY PUBLIC in and for the State of Washington, residing at Carson
My appointment expires: 10/09/05

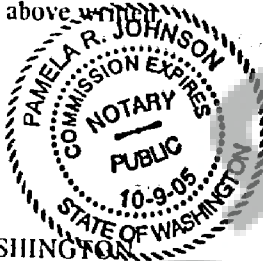
STATE OF WASHINGTON

SS.

County of Skamania

On this 27th day of December, 2001, before me personally appeared Robert M. Talent, to me known to be a Commissioner of the Board of Commissioners of the County of Skamania, the political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said political subdivision of the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Pamela R. Johnson
 Name (Print): Pamela R. Johnson
 NOTARY PUBLIC in and for the State of
 Washington, residing at Carson
 My appointment expires: 10/09/05

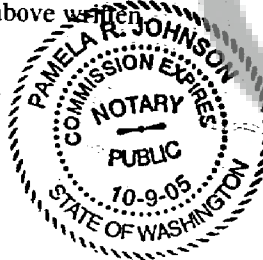
STATE OF WASHINGTON

SS.

County of Skamania

On this 27th day of December, 2001, before me personally appeared L.W. Quinn, to me known to be a Commissioner of the Board of Commissioners of the County of Skamania, the political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said political subdivision of the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Pamela R. Johnson
 Name (Print): Pamela R. Johnson
 NOTARY PUBLIC in and for the State of
 Washington, residing at Carson
 My appointment expires: 10/09/05

EXHIBIT A

Legal Description of Premises

That portion of land situated in the Southwest quarter of the Southeast quarter (SW 1/4, SE 1/4) of Section 1, Township 1 North, Range 5 East, W.M., Skamania County, Washington and described as follows:

Commencing at the Southwest Corner of Section 1, Township 1 North, Range 5 East, W. M.; thence East 2000 feet; thence South 23 feet to the Northerly line of the Evergreen Highway; thence North 57° 20' East along the Northerly line of the Evergreen Highway a distance of 1382.2 feet to the initial point. The said initial point being intersection of the Northerly line of the Evergreen Highway and with the Westerly line of the County Road; thence from said initial point North 30° 15' East 120 feet; thence North 35° 06' West 225 feet; thence North 73° 25' East 470 feet; thence South 180 feet to the Northerly line of the Evergreen Highway; thence South 57° 20' West along the Northerly line of said Evergreen Highway 453 feet to the initial point.

1-5-1-900

7-9-02

gfm

EXHIBIT B

Environmental Debris Removal

1. All paint and chemicals.
2. All 55-gallon drums and other containers, whether abandoned, derelict, or in use or in intact.